

APPLICATION WITH TERMS AND CONDITIONS

For sub-award of ARPA Grant

This application is being submitted by [NONPROFIT ORGANIZATION] (the “Organization”) for a grant in the amount of \$[GRANT AMOUNT] (the “Grant Amount”) from City of Somerville, Massachusetts (the “City”). If awarded, the Organization will be required to enter into a Grant Agreement, to which this application will be attached as supplemental Federal contract terms to the city’s standard general terms and condition (the “Grant Agreement”). If the supplemental Federal contract terms contained herein conflict with the City’s standard terms, the Federal contract terms shall apply.

The grant, if awarded, will be funded as a sub-award of the City’s federal State & Local Fiscal Recovery Funds (ALN No. 21.027), as authorized under the American Rescue Plan Act (ARPA) in the amount of \$77,504,170, identified as federal award identification number SLFRP1753 (the “ARPA Grant”) with a federal award date of 5/21/21 provided by the United States Treasury (“Treasury”) to the City. The Organization, as sub-recipient (the “Sub-recipient”) of the ARPA Grant, agrees to comply with the terms and conditions of such federal award applicable to sub-awards and sub-recipients, including the following terms and conditions:

1. Use of Funds.
 - (a) Sub-recipient understands and agrees that the funds disbursed under this sub-award may only be used in compliance with the requirements of the American Rescue Plan Act (ARPA) including section 603(c) of the Social Security Act (the “Act”), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - (b) Sub-recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, auditing, and completion of such project.
2. Period of Performance. The period of performance for this sub-award begins on the date the Grant Agreement is executed and ends on June 30, 2024 (subject to extension in the sole discretion of the City, but not later than December 31, 2024), provided that eligible uses for Grant funds may extend from March 3, 2021 to such end date.
3. Reporting. Sub-recipient agrees to cooperate fully and promptly with the City with any and all reporting obligations established by Treasury and/or the City as they relate to this award.
4. Maintenance of and Access to Records.
 - (a) Sub-recipient shall maintain records and financial documents sufficient to support the City’s production of evidence of compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - (b) Sub-recipient must identify in its accounting records all ARPA awards received and expended, and the ARPA programs under which they were received. These records must contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and must be supported by source documentation.
 - (c) The City, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the sub-recipient, in order to conduct audits or other investigations.
 - (d) Records shall be maintained by sub-recipient for a period of seven (7) years after all funds have been expended or returned to the City, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. No R&D Award. The sub-award shall not constitute an R&D award within the meaning of 2 CFR §200.332.
7. Administrative Costs. Sub-recipient may use funds provided under this sub-award to cover direct administrative costs (such as direct staffing, case management, contract support, materials, and supplies for a project, and other project costs incurred with administering the approved ARPA-funded project) only. Direct administrative costs charged to the ARPA Grant may not exceed 15% of the total sub-award. Indirect costs shall not be paid or reimbursed with the sub-award. Unallowable indirect costs that will not be reimbursed by the City are general overhead costs of an organization where a portion of such costs are allocated to the SLFRF award such as the cost of facilities, insurance, accounting, human resources or administrative functions like a director's office.
8. Cost Sharing. Cost sharing or matching funds are not required to be provided by sub-recipient.
9. Conflicts of Interest. Sub-recipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Sub-recipient and its sub-recipients (if any) must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
10. Compliance with Applicable Law and Regulations.
 - (a) Sub-recipient agrees to comply with, and to fully cooperate with the City with respect to its compliance with, the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Sub-recipient agrees to comply with all applicable federal statutes, regulations, and executive orders. Sub-recipient also agrees to comply with, and to fully cooperate with the City with respect to its compliance with, all other applicable federal statutes, regulations, and executive orders, and sub-recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this sub-award.
 - (b) Federal regulations applicable to this sub-award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this sub-award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this sub-award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the sub-award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the sub-award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- (c) Statutes and regulations prohibiting discrimination applicable to this sub-award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

(d) Contract Provisions for Non-Federal Entity Contracts Under Federal Awards:

- i. Prohibition on contracting for covered telecommunications equipment or services:

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in 2 C.F.R. § 200.216.

Prohibitions:

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the American Rescue Plan Act (ARPA) funding to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Exceptions:

- (1) This clause does not prohibit contractors from providing:
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i Are *not used* as a substantial or essential component of any system; *and*
 - ii Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

Reporting Requirement:

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in (2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to (1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

Subcontracts: The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

ii. Domestic Preferences for Procurement

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

11. Remedial Actions. In the event of the City's noncompliance (including without limitation as a result of the sub-recipient's non-cooperation with the City or other sub-recipient noncompliance) with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the City (and, thereby, the sub-recipient) of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
12. Hatch Act. Sub-recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
13. False Statements. Sub-recipient understands that making false statements or claims in connection with this sub-award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
14. Publications. Any publications produced with funds from this sub-award must display the following language: *"This project [is being] [was] supported, in whole or in part, by federal award number SLFRP1753 awarded to City of Somerville, Massachusetts by the U.S. Department of the Treasury."*
15. Debts Owed the Federal Government.
 - (a) Any funds paid to sub-recipient (1) in excess of the amount to which sub-recipient is finally determined to be authorized to retain under the terms of this sub-award; (2) that are determined by the City or the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by sub-recipient shall constitute a debt to the City and the federal government.
 - (b) Any debts determined to be owed the City and the federal government must be paid promptly by the sub-recipient. A debt is delinquent if it has not been paid by the date specified in the initial written demand for payment, unless other satisfactory arrangements have been made or if the sub-recipient knowingly or improperly retains funds that are a debt as defined in paragraph 15(a). The City and Treasury will take any actions available to it to collect such a debt.
16. Disclaimer.
 - (c) The City expressly disclaims (and the sub-recipient understands that the United States also disclaims) any and all responsibility or liability to sub-recipient or third persons for the actions of sub-recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this sub-award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this sub-award.
 - (d) The acceptance of this award by sub-recipient does not in any way establish an agency relationship between the City (or the United States) and sub-recipient.
17. Protections for Whistleblowers.
 - (a) In accordance with 41 U.S.C. § 4712, sub-recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of

authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(b) The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of sub-recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(c) Sub-recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

18. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), sub-recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
19. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), sub-recipient should encourage its employees, its sub-recipients (if any), and its contractors to adopt and enforce policies that ban text messaging while driving, and sub-recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Certifications

The representative of the Organization submitting this Application certifies, represents and warrants as follows:

1. I am duly authorized by the Organization to submit this Application on its behalf.
2. I have read and understand this Application and the Grant Agreement that will be required if this Application is accepted (including, without limitation, the provisions of the Grant Agreement related to reporting, recoupment, and indemnification).
3. I understand that award of the grant is and will remain subject to the availability of funds to make the grant. The City is not and will not be obligated to fund the grant from any funds other than proceeds of the ARPA Grant that are actually received by the City.
4. No funds received from the Grant, if awarded, will be used to pay or reimburse any costs that have been (or will be) paid or reimbursed through another COVID-19 relief program (whether federal, state, City, local or non-governmental).
5. As part of this Application, I have provided the reports associated with the Organization's most recently completed independent audit (e.g. financial statements, management letter, "Yellow Book" report, and Single Audit (if applicable)) and that if the grant is awarded, the Organization will provide such reports each year through the closeout (as defined in 2 C.F.R. Section 200.344) of the grant
6. Notices to the Organization shall be in writing and addressed to [ORGANIZATION CONTACT INFORMATION], and notices to the City shall in writing and delivered to PCS Department, city

of Somerville, 93 Highland Avenue, Somerville, MA, 02145, or to such other address as either party shall provide to the other in writing. The Applicant is responsible for notifying the City of any changes to the contact information.

7. To the best of my knowledge, no person or entity involved in submitting this Application or that is expected to be involved in the grant or the project funded thereby (i) has been debarred, suspended or otherwise excluded from participation in federal or state assistance programs or activities or (ii) has violated or is currently the subject of any actual or threatened investigation or audit involving allegations of fraud, bribery, dishonesty, or any other action that bears upon the trustworthiness or responsibility of such person.
8. The Organization is registered with the System for Award Management (“SAM”) and I confirm that the name of the Organization and the Data Universal Numbering System (DUNS) number provided with this Application are correct and consistent with the name and number appearing in the SAM. Furthermore, the Applicant will maintain an active SAM registration at all times it has an active federal award or application for federal award in process.
9. All information provided to the City in connection with this Application (including without limitation the information entered into the City’s online portal) is true, accurate and complete in all material respects as of and on the date hereof.

GRANTEE SIGNATURES

DATE